

# **INSTRUCTIONS DOCUMENT**

**FOR  
REQUEST FOR APPLICATIONS  
FOR  
APPOINTMENT TO A MULTI-PARTY FRAMEWORK AGREEMENT  
FOR  
ENERGY EFFICIENCY RETROFITTING WORKS  
FOR  
LOCAL AUTHORITIES**

<b>APPLICATION REFERENCE NUMBER:</b>	<b>ENERGY EFFICIENCY RETROFITTING WORKS</b>
<b>CLOSING DAY:</b>	<b>FRIDAY</b>
<b>CLOSING DATE:</b>	<b>18<sup>TH</sup> NOVEMBER 2016</b>
<b>CLOSING TIME:</b>	<b>15:00Hrs</b>
<b>DATE ISSUED:</b>	<b>14<sup>TH</sup> OCTOBER 2016</b>

*Applicants must register their interest online at [www.etenders.gov.ie](http://www.etenders.gov.ie) and forward the necessary documents as outlined in these instructions in **hard copy** to the address hereunder.*

**Please Return Applications in Hard Copy to :**

**Application Ref: Energy Efficiency Retrofitting Works  
SEO Corporate Services  
Kerry County Council  
County Buildings  
Rathass  
Tralee  
Co. Kerry**

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# 1.0 INTRODUCTION

## 1.1 General

- 1.1.1 The Local Government Operational Procurement Centre (LGOPC) acting as a Central Purchasing Body (CPB) under the auspices of Kerry County Council is coordinating the establishment of a framework of contractors on behalf of the Contracting Authorities listed in Appendix 1, (the "**Framework Purchasers**").
- 1.1.2 In line with the Department of the Environment, Community and Local Government (Department of Housing, Planning, Community and Local Government) Circulars Housing 9/2014 and Housing 11/2016, Local Authorities intend carrying out energy efficiency upgrades to council owned properties at various locations around the country. This document will make specific reference to those works described as phase 1 and phase 2 works within the Circular and improvements works will be confined primarily to the installation of all or some of the energy improvement works detailed in Section 2.2.2 of this document.
- 1.1.3 The purpose of this competition is to establish a multi-party framework agreement for the provision of **Energy Efficiency Retrofitting works** to Contracting Authorities (the "**Framework Agreement**").
- 1.1.4 It is anticipated that the Framework Agreement will commence in **Quarter 4 of 2016** and that the term of the Framework Agreement will be for **24 months** from establishment, with an option to the LGOPC of two further 12 month extensions, subject to available budgets and other factors.
- 1.1.5 The LGOPC invites applications from contractors who wish to be included on this Framework Agreement ("**Applications**").
- 1.1.6 The works are divided into four separate lots (the "Lot(s)") and separate Framework Agreements will apply for each Lot. Reference to Framework Agreement in this document shall be read as applying to any and all Lots.
- 1.1.7 The Applicants that are admitted to the Framework Agreement (the "**Contractors**") will be invited to participate in mini-competitions by the Framework Purchasers for the provision of the works and services described herein ("**Mini-Competitions**"). Other than as strictly provided for in the Award of Public Authority Contracts Regulations 2016, the Framework Agreement will only be concluded when the number of Applicants admitted to the Framework is not less than 3.
- 1.1.8 Contracts awarded under the Framework Agreement ("**Mini-Competition Contracts**") will be awarded on the basis of price only, subject to passing the contract evaluation criteria applying to the Mini-Competition. Details are set out hereunder in Schedules 2 and 3 attached to this Instructions Document and to the Framework Agreement.
- 1.1.9 All information relating to this Framework Agreement, including instructions, clarifications and changes, will be published on the Irish Government's eTenders website ([www.etenders.gov.ie](http://www.etenders.gov.ie)) **only**.
- 1.1.10 Applicants attention is drawn to the fact that they must fully comply with or fully disclose all required information included under paragraph **6.10** - "Conflicts of Interest and Registerable Interest" of this document.
- 1.1.11 **Appendix 3** to these Instructions contains a glossary of terms. Unless the context otherwise requires, capitalised terms in these Instructions have the meaning given in the glossary of terms.

## 2.0 INSTRUCTIONS TO APPLICANTS

### 2.1 General

- 2.1.1 The appointment to this Framework is being made by a process of competitive tender using the Open Procedure. The regulatory framework applicable to the application process comprises Directive 2014/24/EC of the European Parliament and of the Council, on public procurement, implemented into Irish law by European Union (Award of Public Authority Contracts) Regulations 2016.
- 2.1.2 The total value of Mini-Competition Contracts that will be awarded pursuant to this Framework is estimated to be in the region of €50 million per annum and will therefore exceed the threshold for the application of the EU Procurement Directives. The LGOPC published a contract notice on the Official Journal of the EU (OJEU) and on the [www.etenders.gov.ie](http://www.etenders.gov.ie) website on **October 14<sup>th</sup> 2016**.
- 2.1.3 This competition supersedes and replaces all previous documentation, communications and correspondence between the Framework Purchasers and Applicants in relation to the subject matter of this competition, and Applicants should place no reliance on such previous documentation and correspondence.
- 2.1.4 The LGOPC will not accept responsibility for information relayed (or not relayed) via third parties.
- 2.1.5 If the Applicant alters or edits these Instructions, that Applicant's Application may be deemed non-compliant and may be rejected.
- 2.1.6 Each Applicant's costs will be their sole liability. The LGOPC has no obligation to reimburse the Applicant in respect of costs incurred by it in the preparation of its Application or otherwise as a result of its participation in this process, whatsoever or howsoever arising.

### 2.2 Energy Retrofitting Works – Division into Lots

- 2.2.1 This Framework Agreement will be divided into **four (4)** separate lots as follows -:

Lot Reference	Description	Scope of Works
<b>1</b>	Cavity Wall Insulation and Ancillary Works with a Contract Value <€50,000	As described hereunder in part 2.2.2
<b>2</b>	Cavity Wall Insulation & Ancillary Works with a Contract Value ≥ €50,000	As described hereunder in part 2.2.2
<b>3</b>	External Wall Insulation & Ancillary Works with a Contract Value < €200,000	As described hereunder in part 2.2.2
<b>4</b>	External Wall Insulation & Ancillary Works with a Contract Value ≥ €200,000	As described hereunder in part 2.2.2

- 2.2.2 In accordance with the Department of the Environment, Community and Local Government (Department of Housing, Planning, Community and Local Government) Circulars Housing 9/2014 and Housing 11/2016, Energy Efficiency Retrofitting works to be completed under the Framework Agreement are defined as follows -:

<b>Lots 1 &amp; 2</b>	
<b>1</b>	Cavity Wall Insulation
<b>2</b>	Attic Insulation and Insulation to Hot Water Cylinder, Water Storage Tank and Associated Pipe Work
<b>3</b>	Installation of all necessary and appropriate wall, soffit and window ventilation and/or tile/slate ventilation at roof level in conjunction with insulation works
<b>4</b>	Draught Proofing to existing windows and doors (not replacement of windows and doors)
<b>5</b>	Miscellaneous carpentry works
<b>6</b>	Post-works Building Energy Rating (BER) Certificate for each individual house. The (BER) shall be undertaken by a fully trained SEAI registered BER Assessor. Survey results must then be registered by the BER Assessor on the SEAI database including the submission of the kWh/yr savings per dwelling.

<b>Lots 3 &amp; 4</b>	
<b>1</b>	External wall insulation
<b>2</b>	Attic Insulation and Insulation to Hot Water Cylinder, Water Storage Tank and Associated Pipe Work
<b>3</b>	Internal dry lining, including flat roof ceiling
<b>4</b>	Replacement of windows and doors including the use of in-situ measures such as film coatings
<b>5</b>	Installation of all necessary and appropriate wall, soffit and/or window ventilation
<b>6</b>	Post-works Building Energy Rating (BER) Certificate for each individual house. The (BER) shall be undertaken by a fully trained SEAI registered BER Assessor. Survey results must then be registered by the BER Assessor on the SEAI database including the submission of the kWh/yr savings per dwelling

## **2.3 Contracting Authorities**

- 2.3.1 The Contracting Authorities participating in this competition are set out in **Appendix 1** to this document and as listed in **Schedule 1** attached to the Framework Agreements.
- 2.3.2 As part of their application, Applicants are required to identify the Framework Purchasers they wish to be considered for at Mini-Competition stage by completing and returning the **Contracting Authorities (Purchasers) Form** attached to the Form of Tender.

## 3.0 APPLICATIONS TO THE FRAMEWORK

### 3.1 General

- 3.1.1 Applications for admittance to the Framework will be assessed in accordance with the framework evaluation criteria set out in Part 4.0 of these Instructions.
- 3.1.2 If an Application for admittance to the Framework is successful, the Applicant will be invited to enter into the Framework Agreement by formally signing the **Public Works Framework Agreement (PW-CF9)** - a copy of which can be viewed at [www.etenders.gov.ie](http://www.etenders.gov.ie).

### 3.2 Information to be included in the Applications

- 3.2.1 Applicants are required to fully comply with these Instructions when preparing their Applications and participating in this process. It is the responsibility of the Applicants to ensure that they fully understand the requirements of these Instructions.
- 3.2.2 Applicants should read the contents of this Instructions Document carefully, including the Appendices & Schedules, and the accompanying Suitability Assessment Questionnaires, Supplements & Appendices, the Framework Agreements, the Form of Tender, the Pricing Documents (including the Notional Tender Drawings) prior to preparing and submitting an application.
- 3.2.3 Applicants are required to submit the following information, completed as indicated -:
- 1) Form of Tender
  - 2) Pricing Documents (Lots 1, 2, 3 & 4) returned appropriate to Lots being tendered
  - 3) Parent Company Guarantee (if applicable)
  - 4) Applicant's Safety Statement
  - 5) Information specified in Suitability Assessment Questionnaire QW2 and Supplements (prepared separately by Lot)
- 3.2.4 To assist with the preparation of applications, a **Tender Submission Checklist** is included with the tender documents.
- 3.2.5 Where an Applicant does not fully understand these requirements, a query should be submitted online through [www.etenders.gov.ie](http://www.etenders.gov.ie), pursuant to the provisions of section 3.3 of these Instructions.
- 3.2.6 Information submitted in response to the requirements of the Suitability Assessment Questionnaire QW2 and Supplements must be prepared and submitted separately for each Lot being applied for and must include all of the information required, even if some of the information is included elsewhere for another Lot. The information required to be submitted is set out in separate Suitability Assessment Questionnaires for each lot.
- 3.2.7 Failure to provide all of the specified information may result in the Application being deemed non-compliant and the Application may be rejected.
- 3.2.8 Applicants must ensure that all declarations are printed on company letterhead and appropriately signed, dated and witnessed where applicable.
- 3.2.9 The LGOPC's detailed requirements in relation to this competition are set out in the General Specification Document included at **Schedule 1** to these Instructions.

### 3.3 Communications and Clarifications (During Tender period)

- 3.3.1 Any and all queries from Applicants in relation to the requirements of this competition shall be submitted online only through [www.etenders.gov.ie](http://www.etenders.gov.ie) no later than 8<sup>th</sup> November 2016, which is **10 calendar days** prior to the deadline for the receipt of Applications.

- 3.3.2 The LGOPC will endeavour to respond to all reasonable queries received without delay but, in any case, no later than 12<sup>th</sup> November 2016, which is **6 calendar days** prior to the deadline for the receipt of Applications, but does not undertake to respond to all queries received.
- 3.3.3 Subject to Paragraph 3.3.4, the query and the LGOPC’s response will, where appropriate, be communicated to all those expressing an interest, without disclosing the name of the Applicant who initiated the query.
- 3.3.4 If an Applicant believes a query and/or its response relates to a confidential or commercially sensitive aspect of its Application, it must mark the query as “Confidential” and state the reason(s) why. If the LGOPC, in its absolute discretion, is satisfied that the query and/or its response should be properly regarded as confidential or commercially sensitive, the nature of the query and its response shall be kept confidential, subject to any obligations under law.

### 3.4 Format of Submissions

- 3.4.1 All information is required to be submitted in **hard copy** by the Applicant and in loose leaf format in a twin ring binder only. Pages in documents should not be stapled together or bound in any other way.
- 3.4.2 Applicants are required to assemble the information to be included in their Applications in the order set out in the Tender Submission Checklist.

### 3.5 Submission of Applications

- 3.5.1 Applications must be received no later than 15:00hrs Irish Time on **Friday, 18<sup>th</sup> November 2016** (the “**Closing Deadline**”).
- 3.5.2 Please submit the signed original of all documents.
- 3.5.3 The Application must be parcelled, securely sealed, **labeled** and delivered to the following address:
- Application Ref: Energy Efficiency Retrofitting Works**  
**SEO Corporate Services**  
**Kerry County Council**  
**County Buildings**  
**Rathass**  
**Tralee**  
**Co. Kerry**
- 3.5.4 Submitted parcels shall be labeled only as indicated above and shall be free from any identifying company markings.
- 3.5.5 Where an Applicant is currently registered on **www.Supplygov.ie**, the Applicant’s Supplier Identification number (**www.Supplygov.ie** number) should be clearly marked on all materials submitted.
- 3.5.6 No part of the Application will be returned to the Applicant.
- 3.5.7 It is the responsibility of each individual Applicant to ensure that its Application is delivered only to the address specified in 3.5.3 above by the noted deadline. Responsibility for proof of delivery to the correct location before the Closing Deadline rests with the Applicant.

### 3.6 Price

- 3.6.1 Applicants are required to complete one **Form of Tender** and return in hard copy format as directed. **Note that separate Forms of Tender are not required for each Lot.**

- 3.6.2 For each lot being tendered by the Applicant, a completed **Pricing Document** shall be returned in hard copy format as directed. **Note that separate Pricing Documents are required for each Lot.**
- 3.6.3 Tender prices shall be in Euro (€) and all prices must be exclusive of VAT.
- 3.6.4 The Form of Tender will provide for inclusion of the following prices -:
- Lot 1** – Lump Sum Price and Key Rates
  - Lot 2** – Lump Sum Price and Key Rates
  - Lot 3** – Lump Sum Price and Key Rates
  - Lot 4** – Lump Sum Price and Key Rates
- 3.6.5 The **Fixed Price Lump Sum** for each Lot included in the Form of Tender will -:
- 1) Be used as part of the Framework Evaluation Criteria, and form the basis of the award criteria to the Framework for each Lot. If successful in meeting the minimum Suitability Criteria, Applicants will be assessed on price and ranked in accordance with the criteria set out in the Instructions Document.
- 3.6.6 The prices tendered on the Form of Tender for **Key Rates** will -:
- 1) Apply to those items of work for the initial 12 months of the Framework Agreement only (from the Framework Application Closing Date).
  - 2) Represent the maximum prices, ceiling rates that may be proposed in response to a Mini-Competition for those items of work (i.e. Contractors who submit responses to a Mini-Competition may reduce the prices they submitted as part of their application for admittance to the Framework but may not exceed these prices).

### **3.7 Reliance on the Capacities of other Entities**

- 3.7.1 In order to demonstrate compliance with the requirements of this competition or any Mini-Competition Request for Tender, an Applicant may rely on the capacities of other entities, regardless of the legal nature of the links between the Applicant and those other entities.
- 3.7.2 An Applicant may only rely on the capacities of other entities where those entities will perform the works or services for which these capacities are required.
- 3.7.3 Where an Applicant wants to rely on the capacities of other entities, it shall prove to the Framework Purchaser that it will have at its disposal the resources necessary, including by producing a commitment by those entities to that effect.
- 3.7.4 If applicable, the provisions of this section 3.7 will be enforced at Mini-Competition stage, whereby Contractors responding to Requests For Tender must provide the necessary details and proof required, as set out in **Schedules 2 and 3** of these Instructions.

### **3.8 Subcontracting**

- 3.8.1 Applicants must indicate in their applications, any share of the contract that it may intend to subcontract to third parties and any proposed subcontractors. This information shall be included in the Form of Tender.
- 3.8.2 At mini competition contract stage, when responding to a Request for Tender, the Contractor must indicate to the Contracting Authority the qualifications and experience of staff it proposes for completion of the works and/or services defined in the Request for Tender.

- 3.8.3 When responding to a Min-Competition Request for Tender, where subcontractors are proposed for completion of works and/or services, the Contractor shall indicate to the Contracting Authority the name, contact details and legal representatives of the subcontractors.
- 3.8.4 The Contracting Authority may take appropriate measures by, amongst other things, verifying in accordance with the provisions in the Regulations, whether there are grounds for exclusion of subcontractors under Regulation 57 of the 2016 Regulations.
- 3.8.5 If applicable, the provisions of this section 3.8 will be enforced at contract stage, whereby Contractors responding to Mini-Competition Requests for Tender must provide the necessary details and proof required, as set out in **Schedules 2 and 3** of these Instructions.

### **3.9 Consortium/Joint Venture**

- 3.9.1 A consortium/joint venture will not be required to convert into a specific legal form in order to submit an Application, but may be required to do so prior to formal execution of the Framework Agreement. The LGOPC or Framework Purchaser may:
- contract with one economic operator who will act as the agreed prime Contractor;
  - contract with each member of the consortium/joint venture on the basis of joint and several liabilities;
  - contract with one member of the consortium/joint venture as prime Contractor to whom the other members will be subcontractors; or
  - at its discretion, require the consortium/joint venture to enter into any other contracting arrangement.

### **3.10 European Single Procurement Document (ESPD)**

- 3.10.1 Submission of a European Single Procurement Document (ESPD) for this competition is optional – if an Applicant intends to submit an ESPD, it should adhere to the instructions below.
- 3.10.2 In accordance with Regulation 59 of the European Union (Award of Public Authority Contracts) Regulations 2016, LGOPC must accept an ESPD as preliminary evidence confirming that the Applicant fulfils the following conditions-:
- i) it is not in one or more of the situations referred to in Regulation 57 in which an economic operator shall or may be excluded; and
  - ii) it meets the relevant criteria for selection as defined more explicitly in the Suitability Assessment Questionnaire for each Lot for which it is seeking admission to the Framework.
- 3.10.3 The information that Applicants must include in the ESPD is set out in the tender documents. Potential Applicants must examine this information carefully in view of their participation and possible submission of an ESPD. If an Applicant proposes to submit an ESPD and it is relying on the capacities of one or more other entities, those entities must also each submit an ESPD setting out the relevant information for the respective entity. In addition, where a group of economic operators, including temporary associations, participate together in this competition and they intend to submit an ESPD, a separate ESPD setting out the information required under Parts II to V of the ESPD form must be submitted for each of the participating economic operators.

### **3.11 No Collusion**

3.11.1 By submission of an Application, the Applicant warrants that:

- There has been no consultation, communication, agreement or understanding for the purpose of restricting competition, as to any matter relating to prices, with any other Applicant or with any competitor;
- Unless otherwise required by law, the prices that have been quoted in the Application have not knowingly been disclosed by the Applicant, directly or indirectly, to any other Applicant or competitor, nor will they be so disclosed;
- No attempt has been made or will be made by the Applicant to induce any other person or firm to submit or not to submit an Application for the purpose of restricting competition.

## 4.0 THE SETTING UP AND OPERATION OF THE FRAMEWORK

### 4.1 General

4.1.1 Applications for admittance to the Framework Agreement will be evaluated separately for each Lot.

4.1.2 The evaluation will be completed for each Lot in the following order -:

No.	Stage	Action
1	<b><u>Compliance Check</u></b>	Examine completeness of all submissions received on time
2	<b><u>Suitability Assessment</u></b> Applicants must pass the specific requirements listed in this Instructions Document, the Suitability Assessment Questionnaire, associated Supplements & Appendices, including any additional requested information	Determine suitability of compliant Applicants
3	<b><u>Tender Award</u></b> <ul style="list-style-type: none"> <li>• <b>Form of Tender (FOT)</b> Applicants must submit, a fully completed, signed and dated Form of Tender (FOT)</li> <li>• <b>Pricing Document (PD)</b> For each Lot being tendered, Applicants must submit, a fully completed, signed and dated Pricing Document (PD) for each Lot</li> </ul>	Rank Lump Sum Prices

### 4.2 Compliance Check (Stage 1)

4.2.1 In the first instance, Applications will be checked to determine whether they are fully complete and include all information required.

4.2.2 Applications passing the compliance check will then proceed to suitability assessment in accordance with the minimum suitability criteria set out hereunder for each of the four Lots.

**4.3 Minimum Suitability Criteria (Stage 2)**

4.3.1 **LOT 1- Minimum Suitability Criteria**

<b>LOT 1 - Minimum Suitability Criteria</b>	<b>Weighting</b>
<p><b><i>Suitability Assessment Questionnaire (SAQ) - Lot 1</i></b>                      Applications must include all the information set out in the <b>Lot 1</b> Suitability Assessment Questionnaire, Supplements, and Appendices. Please refer to the <b>Lot 1 SAQ</b> and the Pass / Fail Criteria below for details. The Applicant must include any additional information required.</p>	<b>Pass/Fail</b>
Tenderer’s Personal Situation Declaration	<b>Pass/Fail</b>
Professional or Trade Register	<b>Pass/Fail</b>
Evidence of Turnover	<b>Pass/Fail</b>
Public Liability Insurance	<b>Pass/Fail</b>
Employer’s Liability Insurance	<b>Pass/Fail</b>
Educational and Professional Qualifications (Managerial)	<b>Pass/Fail</b>
Educational and Professional Qualifications (Personnel)	<b>Pass/Fail</b>
List of Works Carried Out over the past 3 Years	<b>Pass/Fail</b>
List of Technicians or Technical Bodies involved especially those responsible for Quality Control and those whom the contractor can call on in order to carry out work	<b>Pass/Fail</b>
A Statement of the Average Annual Number of Persons Employed by the Contractor and those in a Managerial Position over the Past 3 Years	<b>Pass/Fail</b>
Health and Safety Competence of Contractor (H & S Supplement 3.4.1)	<b>Pass/Fail</b>
Health and Safety Competence as Project Supervisor for the Construction Stage (PSCS Supplement 3.4.2)	<b>Pass/Fail</b>

4.3.2 **LOT 2-** Minimum Suitability Criteria

<b>LOT 2 - Minimum Suitability Criteria</b>	<b>Weighting</b>
<p><b><i>Suitability Assessment Questionnaire (SAQ) - Lot 2</i></b>                      Applications must include all the information set out in the <b>Lot 2</b> Suitability Assessment Questionnaire, Supplements, and Appendices. Please refer to the <b>Lot 2 SAQ</b> and the Pass / Fail Criterion below for details. The Applicant must include any additional information required.</p>	<b>Pass/Fail</b>
Tenderer’s Personal Situation Declaration	<b>Pass/Fail</b>
Professional or Trade Register	<b>Pass/Fail</b>
Evidence of Turnover	<b>Pass/Fail</b>
Public Liability Insurance	<b>Pass/Fail</b>
Employer’s Liability Insurance	<b>Pass/Fail</b>
Educational and Professional Qualifications (Managerial)	<b>Pass/Fail</b>
Educational and Professional Qualifications (Personnel)	<b>Pass/Fail</b>
List of Works Carried Out over the past 3 Years	<b>Pass/Fail</b>
List of Technicians or Technical Bodies involved especially those responsible for Quality Control and those whom the contractor can call on in order to carry out work	<b>Pass/Fail</b>
A Statement of the Average Annual Number of Persons Employed by the Contractor and those in a Managerial Position over the Past 3 Years Available	<b>Pass/Fail</b>
Health and Safety Competence of Contractor (H & S Supplement 3.4.1)	<b>Pass/Fail</b>
Health and Safety Competence as Project Supervisor for the Construction Stage (PSCS Supplement 3.4.2)	<b>Pass/Fail</b>

4.3.3 **LOT 3-** Minimum Suitability Criteria

<b>LOT 3 - Minimum Suitability Criteria</b>	<b>Weighting</b>
<p><b><i>Suitability Assessment Questionnaire (SAQ) - Lot 3</i></b>                      Applications must include all the information set out in the <b>Lot 3</b> Suitability Assessment Questionnaire, Supplements, and Appendices. Please refer to the <b>Lot 3 SAQ</b> and the Pass / Fail Criteria below for details. The Applicant must include any additional information required.</p>	<b>Pass/Fail</b>
Tenderer’s Personal Situation Declaration	<b>Pass/Fail</b>
Professional or Trade Register	<b>Pass/Fail</b>
Evidence of Turnover	<b>Pass/Fail</b>
Professional Indemnity Insurance	<b>Pass/Fail</b>
Public Liability Insurance	<b>Pass/Fail</b>
Employer’s Liability Insurance	<b>Pass/Fail</b>
Performance Bond	<b>Pass/Fail</b>
Educational and Professional Qualifications (Managerial)	<b>Pass/Fail</b>
Educational and Professional Qualifications (Personnel)	<b>Pass/Fail</b>
List of Works Carried Out over the past 3 Years	<b>Pass/Fail</b>
List of Technicians or Technical Bodies involved especially those responsible for Quality Control and those whom the contractor can call on in order to carry out work	<b>Pass/Fail</b>
A Statement of the Average Annual Number of Persons Employed by the Contractor and those in a Managerial Position over the Past 3 Years	<b>Pass/Fail</b>
Health and Safety Competence of Contractor (H & S Supplement 3.4.1)	<b>Pass/Fail</b>
Health and Safety Competence as Project Supervisor for the Construction Stage (PSCS Supplement 3.4.2)	<b>Pass/Fail</b>
Health and Safety Competence of Contractor as Designer (Supplement 3.4.3)	<b>Pass/Fail</b>

4.3.4 **LOT 4 - Minimum Suitability Criteria**

<b>LOT 4 - Minimum Suitability Criteria</b>	<b>Weighting</b>
<p><b><i>Suitability Assessment Questionnaire (SAQ) - Lot 4</i></b>                      Applications must include all the information set out in the <b>Lot 4</b> Suitability Assessment Questionnaire, Supplements, and Appendices. Please refer to the <b>Lot 4 SAQ</b> and the Pass / Fail Criteria below for details. The Applicant must include any additional information required.</p>	<b>Pass/Fail</b>
Tenderer’s Personal Situation Declaration	<b>Pass/Fail</b>
Professional or Trade Register	<b>Pass/Fail</b>
Evidence of Turnover	<b>Pass/Fail</b>
Professional Indemnity Insurance	<b>Pass/Fail</b>
Public Liability Insurance	<b>Pass/Fail</b>
Employer’s Liability Insurance	<b>Pass/Fail</b>
Performance Bond	<b>Pass/Fail</b>
Educational and Professional Qualifications (Managerial)	<b>Pass/Fail</b>
Educational and Professional Qualifications (Personnel)	<b>Pass/Fail</b>
List of Works Carried Out over the Past 3 Years	<b>Pass/Fail</b>
List of Technicians or Technical Bodies involved especially those responsible for Quality Control and those whom the contractor can call on in order to carry out work	<b>Pass/Fail</b>
A Statement of the Average Annual Number of Persons Employed by the Contractor and those in a Managerial Position over the Past 3 Years	<b>Pass/Fail</b>
Health and Safety Competence of Contractor (H & S Supplement 3.4.1)	<b>Pass/Fail</b>
Health and Safety Competence as Project Supervisor for the Construction Stage (PSCS Supplement 3.4.2)	<b>Pass/Fail</b>
Health and Safety Competence of Contractor as Designer (Supplement 3.4.3)	<b>Pass/Fail</b>

**4.4 Tender Award (Stage 3)**

- 4.4.1 The provisions in this section apply to **all Lots**.
- 4.4.2 All Applicants that meet the minimum suitability criteria for a Lot will be further assessed and ranked in terms of the following award criteria established for admittance to the Framework for that Lot :

<b><i>Award Criteria</i></b>	<b><i>Weighting</i></b>
Price	<b>100% (1,000 marks)</b>

- 4.4.3 In order to secure a place on the Framework, Applicants will be assessed on price based on the Lump Sum Price submitted in the Form of Tender, and ranked as follows:

- The Applicant with the lowest price for evaluation purposes shall be awarded 100% of the 1,000 marks available under this criterion and will be ranked first and shall be awarded position 1 on the Framework.
- All other Applicants will receive marks in proportion to the difference between the tender with the lowest price for evaluation purposes and their tender, and these marks will determine the Applicant’s ranking as follows:

$$1,000 \times \frac{\text{Lowest Tendered Price}}{\text{Tender Price being Evaluated}} = \text{Applicant’s Mark for Ranking Purposes}$$

- 4.4.4 For Lot 1, the number of Applicants invited for admittance to the Framework will be limited to **one hundred (100)** of the highest ranking Applicants.
- 4.4.5 For Lot 2, the number of Applicants invited for admittance to the Framework will be limited to **fifty (50)** of the highest ranking Applicants.
- 4.4.6 For Lot 3, the number of Applicants invited for admittance to the Framework will be limited to **fifty (50)** of the highest ranking Applicants.
- 4.4.7 For Lot 4, the number of Applicants invited for admittance to the Framework will be limited to **thirty (30)** of the highest ranking Applicants.

**4.5 Communications and Clarifications (Post Tender)**

- 4.5.1 It is mandatory that all Applicants provide an email address for receiving correspondence during the Evaluation Period and also for the Mini-Competitions. This e-mail address shall be included in Section 2.1 of the Suitability Assessment Questionnaire QW2 that must be completed and returned as part of the application process.
- 4.5.2 During the Evaluation Period, clarification of submitted content may be sought via e-mail from Applicants. Response to requests for clarification shall be submitted no later than the date specified in the request and may not materially change any of the elements of the submitted Application.
- 4.5.3 If an Applicant fails to comply in any way with these Instructions, the LGOPC may (but is not obliged to) disqualify the Applicant concerned and reject its Application. Without prejudice to this right, the LGOPC may (but is not obliged to) seek clarification or further information from the Applicant (that does not materially alter its Application) or take any other step permitted by law.

**4.6 Framework Agreement**

- 4.6.1 Following the evaluation, all Applicants will be notified of the outcome of the evaluation. Following the expiry of a standstill period, successful Applicants will be invited to enter into the Framework Agreement by formally signing and returning the *Public Works Frameworks Agreement (PW-CF9)* - a copy can be viewed at [www.etenders.gov.ie](http://www.etenders.gov.ie).
- 4.6.2 Note that separate Agreements will apply for each Lot.
- 4.6.3 If an Applicant is successful in being appointed to a position on the Framework Agreement for one or more Lots, they must register on [www.supplygov.ie](http://www.supplygov.ie), if not already registered.
- 4.6.4 No amendments to the Framework Agreements will be accepted or negotiated. Should a successful Applicant fail to enter into a Framework Agreement in the required form for any Lot, that Applicant shall not be appointed to the Framework for that Lot. The Framework Agreement includes the terms and conditions for the award of Mini-Competition Contracts under the Framework Agreement.
- 4.6.5 The appointment of the successful Applicants to the Framework Agreement does not constitute a commitment or guarantee from the LGOPC or any Framework Purchaser to enter into a contract with

the Applicant and does not confer any exclusivity on the appointed Contractor. The LGOPC and Framework Purchasers reserve the right to carry out separate procurement processes for any works described in this competition from any Contractor outside of the Framework Agreement, should they, at their sole discretion, consider it appropriate to do so.

#### **4.7 Termination from the Framework**

- 4.7.1 Applicants may be terminated from the Framework Agreement pursuant to the terms of the Framework Agreement.
- 4.7.2 The Framework Agreement may be terminated at any time, at the sole and absolute discretion of the LGOPC and the Contracting Authority.

## 5.0 MINI-COMPETITIONS (ALL LOTS)

### 5.1 Operation of Mini-Competitions

- 5.1.1 Works contracts awarded under the Framework Agreement will be awarded by way of Mini-Competition only. The provisions of this Section 5 apply to **all Lots**.
- 5.1.2 All Mini-Competitions will be conducted through [www.Supplygov.ie](http://www.Supplygov.ie) and advertised by Lot.
- 5.1.3 ONLY CONTRACTORS APPOINTED TO THE FRAMEWORK WILL BE INVITED TO TENDER FOR MINI COMPETITIONS.
- 5.1.4 The Contracting Authorities will issue a Mini-Competition Request for Tender to all those appointed to the Framework Agreement for the Lot who have registered an interest in their particular local authority.
- 5.1.5 Contractors listed in the Framework Agreement may only submit one tender in response to a Mini-Competition Request for Tender.
- 5.1.6 Contractors shall comply with any procedures, processes, time limits, contract evaluation criteria, instructions or other requirements as issued by the relevant Contracting Authority in relation to the Mini-Competition and shall bear any and all costs associated therewith. Contractors shall be required to meet the requirements as published for each contract and to complete or submit all other information as requested prior to the award of any contract.
- 5.1.7 Contractors who submit tenders in response to a Mini-Competition should note the provisions of paragraph 3.6.6 in regard to the **key rates** tendered at Framework application stage.

### 5.2 Mini-Competition Evaluation

- 5.2.1 Tenders submitted in response to a Mini-Competition Request for Tender for any Lot will be evaluated on the basis of the Mini-Competition contract evaluation and award criteria set out in **Schedules 2 & 3**.
- 5.2.2 **All Lots** will be tendered and evaluated separately.
- 5.2.3 Contractors must pass all of the Mini-Competition contract evaluation criteria prior to being evaluated on price. Contractors failing any of the contract evaluation criteria will not proceed any further in the evaluation process.
- 5.2.4 For the avoidance of doubt, individual Contracting Authorities may award Framework Mini-Competition contracts on behalf of one or more Contracting Authorities.

## 6.0 GENERAL INFORMATION

### 6.1 Disclaimer

- 6.1.1 The information provided in these Instructions is offered in good faith for the guidance of the Applicants participating in this competition. The content of these Instructions are for information purposes only and may not be used for any purpose save for this competition. No part of these Instructions, in whole or in part, may be reproduced, stored, transmitted, or used without the prior written permission of the LGOPC (which may be withheld in its sole discretion).
- 6.1.2 These Instructions are a summary of available information and no reliance shall be placed on any information or statements contained herein, and no representation or warranty, express or implied, is or shall be made in relation to the completeness, accuracy or functioning of the information contained in these Instructions, nor as to the reasonableness of any assumption made in preparing this information. Without prejudice to the foregoing, neither the LGOPC nor their advisers, consultants, Applicants, servants and/or agents shall have any liability or responsibility in relation to the accuracy, adequacy or completeness of such information or any statements made. For the avoidance of doubt, Applicants should not assume that any such information or statements shall remain unchanged.
- 6.1.3 The LGOPC are not bound by any anomalies, errors or omissions in these Instructions. Applicants shall immediately notify the LGOPC should they become aware of any ambiguity, discrepancy, error or omission in these Instructions, even if the date specified in paragraph 3.5.1 has passed. The LGOPC shall, upon receipt of such notification, notify all Applicants of its ruling in respect of any such ambiguity, discrepancy, error or omission. Such ruling shall be issued in writing and may at the LGOPC's sole discretion form part of the Framework Agreement.
- 6.1.4 The LGOPC reserves the right to update, delete, vary, extend or alter these Instructions and the information and documents contained herein at any time during the tender period by notice via email to Applicants.
- 6.1.5 Where Contracting Authorities request clarification or further information on any matters relating to the Application or supporting documentation, such information shall be submitted no later than the date specified in the request.
- 6.1.6 By participating in this competition, the Applicant acknowledges that there does not exist any contractual, implied or quasi-contractual relationship between the LGOPC and the Applicant prior to the execution of the Framework Agreement nor will there exist any contractual, implied or quasi-contractual relationship in relation to a Mini Competition Request for Tender prior to the acceptance by a Framework Purchaser of the terms of the Request for Tender, pursuant to the procedure adopted for the Mini Competition.
- 6.1.7 The LGOPC reserves the right, without notice:
- to change the basis of, or the procedures (including the timetable) relating to the Framework Agreement
  - to reject any, or all, of the Applications
  - not to invite an Applicant to proceed further
  - not to furnish an Applicant with additional information, or
  - to abandon the competition
- 6.1.8 In such circumstances, the LGOPC and its advisors shall not be liable to any persons as a result thereof. The LGOPC shall not be bound to accept any Application and reserves the right not to form a Framework Agreement in respect of some or all of the supplies, works and/or services for which Applications are invited.

## 6.2 Tax Clearance

- 6.2.1 All payments under a Mini-Competition Contract will be conditional on the Applicant being tax compliant.
- 6.2.2 Successful Applicants must comply with the terms of the Department of Finance Circulars 43/2006 and 44/2006: Tax Clearance Procedures: Public Sector Contracts, or any replacement.
- 6.2.3 In line with the legislative provisions of Section 95 of the Finance Act 2014, the following provisions in relation to eTax Clearance Certificates have been brought into force by Revenue, effective from December 2015 -:
- processing of tax clearance applications, certificates issued by the Collector-General and verification by third parties, is all in **electronic** format; and
  - where a taxpayer is found to be non-compliant with their obligations their tax clearance certificate can be **rescinded** (or withdrawn).
- 6.2.4 eTax Clearances will be available to business, PAYE and non-resident customers with a PPSN/Tax Reference number (TRN). There is no change to the current process for customers/applicants that are not registered for Irish tax, i.e. non-residents or some community/voluntary groups. These applications will continue to be processed by the Collector General's Office. Furthermore, eTax Clearance does not apply to Standards in Public Office (SIPO) applicants.
- 6.2.5 Applications in eTax Clearance will be processed in real time. Contractors who are tax compliant will receive a Tax Clearance Access Number. This Number along with the Contractor's PPSN/Tax Reference number (TRN Number) shall be provided when requested to the Contracting Authority as verification of their tax clearance details.
- 6.2.6 Subcontractors engaged at Mini-Competition stage are required to produce an in-date (not older than 30 days) Notification of Determination to the Contracting Authority or the principal Contractor, before any contract is awarded. Applicants requiring further information on demonstration of satisfactory level of subcontractor tax compliance and Notifications of Determination under Section 530I of The Taxes Consolidation Act, 1997 (as amended) should contact their local Revenue office. Contact details are available on the Revenue website at [www.revenue.ie](http://www.revenue.ie).

## 6.3 Employees

- 6.3.1 Applicants shall also be aware that they may be asked to provide evidence prior to commencing any works of membership of a pension and sick pay scheme for all of their employees that will be employed to work on the relevant Mini-Competition Contract.
- 6.3.2 The Applicant shall comply with all statutory requirements in relation to PAYE and PRSI, registered employment agreements, relevant sick pay and pension schemes and minimum standard conditions and pay rates of the relevant industry.

## 6.4 Language

- 6.4.1 All correspondence in relation to the competition shall be in the English language or the Irish language.

## 6.5 Declarations

- 6.5.1 Applicants shall ensure that all information provided with their Applications including subsequent further information is correct. Where an Applicant is found to have furnished false, misleading or incorrect information, the LGOPC and/or Contracting Authorities will impose such sanctions as it deems appropriate in the particular case, and in the case of a false Declaration, the Applicant may be immediately excluded from the Framework Agreement. The sanction for other false, misleading or

incorrect information will be determined by the LGOPC and/or Contracting Authorities at its own discretion and it may include all steps up to the complete exclusion from the Framework Agreement.

- 6.5.2 By participating in this competition, Applicants accept, confirm and acknowledge that any Applicant will be immediately eliminated from the Framework Agreement if they do not provide the required evidence of compliance with the submitted Declarations when requested by the LGOPC and/or Contracting Authorities or it is subsequently discovered that any Declaration provided is false.

## **6.6 Applicable Law**

- 6.6.1 The laws of Ireland shall apply to this competition and this competition shall be subject to the exclusive jurisdiction of the Irish courts.

## **6.7 Freedom of Information Acts**

- 6.7.1 The LGOPC are subject to the Freedom of Information Act 2014 and acknowledges that information provided in response to these Instructions may be confidential or commercially sensitive.
- 6.7.2 Applicants are asked to consider if any of the information supplied by them in response to this competition should not be disclosed because it is commercially sensitive or confidential. If this is the case, Applicants can, when providing the information, identify same and specify the reasons for its commercial sensitivity or confidentiality. The LGOPC will have regard to such a statement but are not bound by it. The requirements of the Freedom of Information Act will at all times take precedence.

## **6.8 Canvassing**

- 6.8.1 Canvassing or any effort by an Applicant to influence any staff or agents of the LGOPC and/or Contracting Authorities in relation to any aspect of the application process may result in automatic disqualification from the application process. Where an Applicant has an existing relationship with the LGOPC, Kerry County Council, Contracting Authorities or its employees, the Applicant is advised that any discussions, correspondence, or other influences on the application process may be treated as canvassing.
- 6.8.2 In accordance with Section 38 of the Ethics in Public Office Act 1995 any money, gift or other consideration from a person holding or seeking to obtain a contract will be deemed to have been paid or given corruptly unless the contrary is proved.

## **6.9 Standstill**

- 6.9.1 The LGOPC's decision on the outcome of the Framework application evaluation process will be communicated via email to Applicants. The LGOPC will observe a Standstill Period of fourteen (14) days minimum between the communication of the award decision to the Applicants and the formal conclusion of the Framework Agreement.
- 6.9.2 In accordance with S.I. No. 130 of 2010, European Communities (Public Authorities' Contracts) (Review Procedures) Regulations 2010, there is no mandatory requirement for a standstill period for a contract awarded on the basis of a framework agreement.

## **6.10 Conflicts of Interest and Registerable Interest**

- 6.10.1 Any actual or potential conflict of interest involving an Applicant (whether by reason of the Applicant having or having had a role in the LGOPC and/or Contracting Authorities in relation to the contract or by reason of the Applicant having or having had an interest in another Applicant or another Applicant having or having had an interest in the Applicant or any other situation creating a conflict of interest, actual or potential) must be fully disclosed by the Applicant as soon as it becomes apparent. The LGOPC and/or Contracting Authorities reserves the right to raise conflict of interest issues with Applicants.

- 6.10.2 Where the LGOPC and/or Contracting Authorities consider that the situation does not give rise to a conflict of interest or that the conflict of interest is not material, it will permit the situation to continue.
- 6.10.3 Where the LGOPC and/or Contracting Authorities consider that the situation gives rise to a material conflict of interest, it may, at its sole discretion, permit the situation to continue, subject if necessary, to appropriate safeguards being agreed between the LGOPC and/or Contracting Authorities and the Applicant and the LGOPC and/or Contracting Authorities being fully satisfied that those safeguards have been put in place and will be complied with.
- 6.10.4 Where the LGOPC and/or Contracting Authorities considers, in its absolute discretion, that the situation can only be remedied by the exclusion of the Applicant from the application process, the LGOPC and/or Contracting Authorities shall exclude the Applicant.
- 6.10.5 Any registrable interest involving the Applicant and the LGOPC and/or Contracting Authorities or their relatives must be fully disclosed in the Application, or must be communicated to the LGOPC and/or Contracting Authorities immediately upon such information becoming known to the Applicant, in the event of this information only coming to the Applicant’s notice after the submission of an Application and prior to the award of the Framework Agreement. The terms ‘registrable interest’ and ‘relative’ shall have the meaning prescribed by the Ethics in Public Office Act 1995.

**6.11 Confidentiality**

- 6.11.1 All documents issued and information given to Applicants must be treated as strictly confidential. Applicants should not release details of the Application documents other than on an “In Confidence” basis to those who have a legitimate need to know or whom they need to consult for the purpose of preparing their Application.

**6.12 Child Protection and Garda Clearance**

- 6.12.1 It will be a condition of the entry to the Framework Agreement and any Mini-Competition Contract awarded to Contractors that their employees, agents or sub-contractor strictly adhere to the Framework Purchaser’s child protection policy which will be included with the tender documents for the information of tenderers – if applicable.
- 6.12.2 It will be a condition of the participation in the Framework Agreement that all personnel employed by any Contractor for the purpose of carrying out any Mini-Competition Contract awarded, including sub-Applicants and agents, will be in a position to obtain Garda clearance if requested to do so at any time during the term of the Framework Agreement – if applicable.

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## 7.0 APPENDICES AND SCHEDULES

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### 7.1 General

7.1.1 The following Appendices and Schedules are attached to this Request for Applications.

Appendix 1: Contracting Authorities (Purchasers)

Appendix 2: Indicative Timetable

Appendix 3: Glossary of Terms

Schedule 1: General Specification Document

Schedule 2: Mini-Competition Contract Evaluation and Award Criteria (Lots 1 & 2)

Schedule 3: Mini-Competition Contract Evaluation and Award Criteria (Lots 3 & 4)

Schedule 4: Performance Evaluation Report

Schedule 5: Parent Company Guarantee Document

## APPENDIX 1 – CONTRACTING AUTHORITIES (PURCHASERS)

The following Contracting Authorities are participating in this Framework Agreement -:

<b>Ref</b>	<b>Contracting Authorities</b>
<b>1</b>	Cavan County Council
<b>2</b>	Carlow County Council
<b>3</b>	Clare County Council
<b>4</b>	Cork City Council
<b>5</b>	Cork County Council
<b>6</b>	Donegal County Council
<b>7</b>	Dun-Laoghaire-Rathdown County Council
<b>8</b>	Fingal County Council
<b>9</b>	Galway City Council
<b>10</b>	Galway County Council
<b>11</b>	Kerry County Council
<b>12</b>	Kildare County Council
<b>13</b>	Kilkenny County Council
<b>14</b>	Laois County Council
<b>15</b>	Leitrim County Council
<b>16</b>	Limerick City and County Council
<b>17</b>	Longford County Council
<b>18</b>	Louth County Council
<b>19</b>	Mayo County Council
<b>20</b>	Meath County Council
<b>21</b>	Offaly County Council
<b>22</b>	Roscommon County Council
<b>23</b>	Sligo County Council
<b>24</b>	South Dublin County Council
<b>25</b>	Tipperary County Council
<b>26</b>	Waterford City & County Council
<b>27</b>	Wexford County Council
<b>28</b>	Wicklow County Council

## APPENDIX 2 – INDICATIVE TIMETABLE

Procedure to set up Framework	Date*
Date of Issue of Instructions to Applicants	October 14 <sup>th</sup> 2016
Deadline for receipt of Queries	November 8 <sup>th</sup> 2016
Date for Receipt of Application to join Framework ( <b>Closing Deadline</b> )	November 18 <sup>th</sup> 2016
Appointment to the Framework	January 2017

\* The LGOPC reserves the right to change these dates at its absolute discretion

## APPENDIX 3 – GLOSSARY OF TERMS

Unless the context otherwise requires, capitalised terms in these Instructions have the following meaning;

Applicant	means an entity that submits an Application
Application	means an Application for admittance to the Framework submitted pursuant to these Instructions
Circular	Department of the Environment, Community and Local Government Circular, Housing 9/2014 and Housing 11/2016
Closing Deadline	means the latest date & time for submission of Applications to join the Framework Agreement
Contracting Authority	means an individual local authority as listed in Appendix 1
ESPD	means the European Single Procurement Document
Evaluation Period	means the period during which the LGOPC are evaluating Applications
Framework	means the Framework of successful Applicants set up pursuant to these Instructions
Framework Agreement	means the Agreement which Applicants will be required to enter into if successful in their Application to participate in the Framework
Instructions	means this Instruction Document and all Appendices and Schedules hereto
Mini-Competition	means a tender competition between the Contractors for the award of a contract, undertaken in accordance with the procedure set out in these Instructions and in the Framework Agreement
Mini-Competition Request for Tender	means a tender request issued by the Framework Purchasers to the Contractors, undertaken in accordance with the procedure set out in these Instructions and in the Framework Agreement
Specification	means the General Specification document set out in <b>Schedule 1</b> to these Instructions and to the Framework Agreement.
Working Hours	means between 9am and 5pm on a day that is not Saturday, Sunday, a public holiday established under the Organisation of Working Time Act 1997, Good Friday, or as specifically set out in the tender documents attached to the Mini-Competition
<a href="http://www.supplygov.ie">www.supplygov.ie</a>	The website formerly known as <a href="http://www.LAQuotes.ie">www.LAQuotes.ie</a> . All Mini-Competitions will be administered through this portal.

## SCHEDULE 1: GENERAL SPECIFICATION DOCUMENT

### 1.1 Specifications and Guidelines

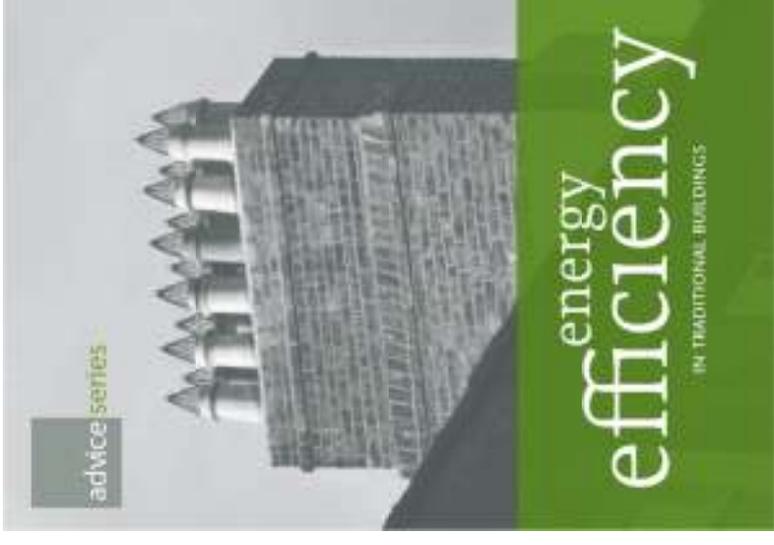
1.1.1 All works undertaken as part of this Framework shall be in full compliance with the following Specifications :-



NSAI SR54 2014; Retrofit Code of Practice for the Energy Efficient Retrofit of Existing Domestic Dwellings’  
<http://www.standards.ie/cgi-bin/news/ie/NEW276>



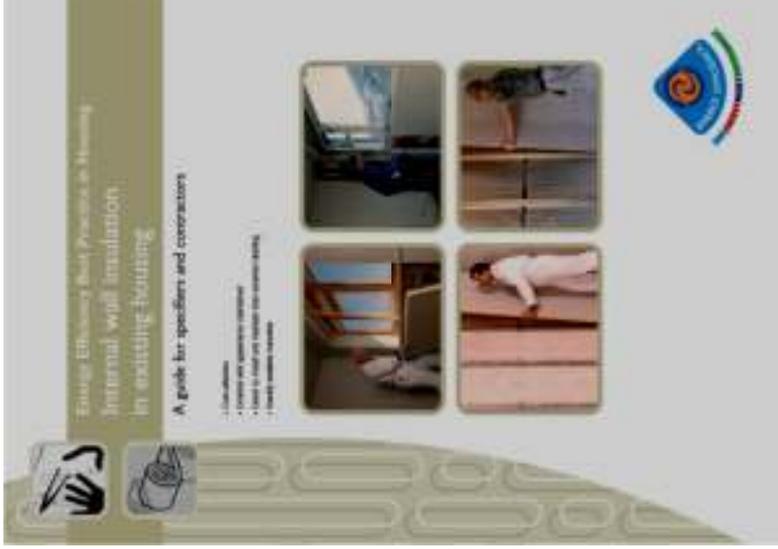
“Better Energy” – Contractors Code of Practice and Standards and Specification Guidelines **Version 7** (V7) published by The Sustainable Energy Authority of Ireland, (note V7 will be implemented in Apr 2015)  
[http://www.seai.ie/Grants/Better\\_energy\\_home/contractor/Code-of-Practice-and-Technical-Specification-V7.pdf](http://www.seai.ie/Grants/Better_energy_home/contractor/Code-of-Practice-and-Technical-Specification-V7.pdf)



For traditional buildings (buildings typically constructed pre-1940s) the guidance in the ‘Energy Efficiency in Traditional Buildings’ (DECLG 2010) is to be followed  
[http://www.aoh.gov.ie/en/Publications/HeritagePublications/BuiltHeritagePolicyPublications/Energy%20Efficiency%20in%20Traditional%20Buildings%20\(2010\).pdf](http://www.aoh.gov.ie/en/Publications/HeritagePublications/BuiltHeritagePolicyPublications/Energy%20Efficiency%20in%20Traditional%20Buildings%20(2010).pdf)

### 1.1 Specifications and Guidelines (contd.)

1.1.2 All works undertaken as part of this Framework Agreement shall be in full compliance with the following Specifications :-



Energy Efficiency Best Practice in Housing, Internal Wall Insulation in Existing Housing, A Guide for Specifiers and Contractors



The European Union Construction Product Regulations 2013  
<http://www.environ.ie/en/Legislation/DevelopmentandHousing/BuildingStandards/FileDownload.33645.en.pdf>

## 1.2 Testing

- 1.2.1 Following the completion of retrofitting works, a post works Building Energy Rating (BER) advisory report must be completed for the dwelling. The results of these reports must be registered on the SEAI database with the associated kWh/yr. savings per dwelling clearly identified. The programme and scope of BER testing works must be agreed in advance with the relevant local authority representative prior to commencement of the works.

## 1.3 Insurances

- 1.3.1 Applicants entering into the Framework Agreement will be required to get their insurance brokers/company to complete the insurance questionnaires online at [www.Supplygov.ie](http://www.Supplygov.ie) prior to award of a contract at Mini-Competition stage.

- 1.3.2 The following insurances are required if awarded a Mini-Competition Contract. Please also note additional information on insurance is detailed in sections 3.3e to 3.3g of the Suitability Assessment Questionnaires that accompany these instructions.

### 1.3.3 Public/Product Liability Insurance

- €6,500,000 for any one event
- Maximum excess: €6,500

The €6,500,000 limit is for any one event. The limit of indemnity under the Public Liability Insurance must be for the full policy limit of €6,500,000. No inner limit reduction is permissible. The maximum permissible excess shall be € 6,500 for property only with no excess for death, injury or illness.

The policy shall include an indemnity to principals clause.

The successful Contractor will be required to include the Contracting Authority as joint insured and may be required to include a non-vitiation clause.

The Contractor will also be required to extend a public liability policy to include for products liability insurance to indemnify the Contracting Authority in relation to defective products supplied whether manufactured, altered or just sold by the Contractor.

Public Liability Insurance must specifically be extended to include all motor vehicles to which the Road Traffic Acts does not apply (such as rollers, pavers, off site vehicles, etc.), alternatively such vehicles should be scheduled (by Reg or VIN) in the motor policy.

### 1.3.4 Employer's Liability Insurance

- €13,000,000 for any one event
- Maximum excess: €6,500

- 1.3.5 The Employers Liability Insurance will meet the following requirements :

- Cover must apply to the employees of the Contractor engaged on the Mini-Competition Contract
- The liability for death or injury to employees must be covered on an unlimited basis
- The cover must indemnify the Contracting Authority as principal and may be required to include a non-vitiation clause

- Cover must be extended to cover the Contractor in respect of liability assumed by him under the Mini-Competition Contract, e.g. the description of the insurer's business must be unambiguous

### 1.3.6 Professional Indemnity Insurance

Professional Indemnity Insurance is required for **Lots 3 and 4** works to cover the site specific design activities required for the proposed external wall insulation system. The following limits shall apply -:

- €2,500,000 for any one event
- Maximum excess: €50,000

The above minimum level of Professional Indemnity must cover the Works Contractor, PSCS and Designer only.

Contractors may use the Professional Indemnity cover of their external wall insulation sub-contractor provided suitable extensions of cover are in place to protect the interest of the Contracting Authority.

If successfully appointed to the Framework, the Applicant will be required to provide proof that this insurance is in place prior to the award of any Mini-Competition Contract for Lots 3 & 4.

Prior to contract award, the Contractor will also be required to provide a declaration from his insurance company that this cover will be renewed annually for six years after completion of the works.

- 1.3.7 The Contractor shall be liable for and shall indemnify the Contracting Authority for and in respect of all and any losses, claims, demands, damages or expenses which a Contracting Authority may suffer due to and arising directly as a result of the negligence, act or omission, breach of contract, breach of duty, willful default or fraud of the Contractor, its employees, sub-contractors or agents or any of them.

- 1.3.8 Contractors do not need to have the insurances outlined above in place at the time of submitting an Application but will be required to put those insurances in place should they be successful in a Mini Competition. The Contracting Authority will not be responsible for any cost incurred by Contractors in putting in place the required insurances.

### 1.3.9 Insurance of Subcontractors

Contractors who are successful in being invited to participate in the Framework Agreement must confirm that their insurance will cover the acts and omissions (including negligence) of any subcontractor employed by them in connection with any Mini-Competition Contract awarded under the Framework Agreement. Subcontractors cannot be employed by the Contractor to carry out activities that are specifically excluded from the Contractors insurance policies.

### 1.3.10 Exclusions

If Contractors are successful in being invited to participate in the Framework and have specific exclusions noted in their insurance policies which restrict or prohibit their ability to carry out certain works of any contract (asbestos, working at heights etc.) under the Framework Agreement, the Contractor at time of Mini-Competition will be required to either :

- Have the exclusion removed from their insurance policy and employ a competent and appropriately insured specialist subcontractor to carry out the excluded activity and put in place contingency cover on the Contractor's insurance policy.

*or*

- Have the specialist subcontractor included with the Framework Contractor as a full joint insured on the subcontractor’s insurance policy and have the Framework Purchaser joint insured on the subcontractor’s insurance policy. Contractors should note that the Contracting Authority will not be responsible for any cost incurred by the Contractor in complying with the insurance requirements outlined above.

1.3.11 No Framework Contractor shall be awarded a contract unless satisfactory evidence of insurance is submitted by the insurance broker/company prior to contract award. Where the insurance policy in question lapses prior to the end of the period of the Framework it shall be the responsibility of the Contractor to ensure that said policy is renewed and to ensure that the insurance details are updated on [www.SupplyGov.ie](http://www.SupplyGov.ie) as noted above.

1.3.12 The onus is on the Contractor to advise the LGOPC and/or the Contracting Authority when their insurance has lapsed or has been cancelled. All Contractors must notify the LGOPC and the Contracting Authority of alterations, cancellations and confirm renewal of policies. Any failure to do so may result in immediate barring of the Contractor for the duration of the Framework.

1.3.13 Insurances must also cover the Contractor/subcontractor/3<sup>rd</sup> party consultant’s role as Project Supervisor for the Construction Stage (PSCS).

#### **1.4 Payment, Tax Clearance, etc.**

1.4.1 Payment will be made at the rates agreed in the Mini-Competition.

1.4.2 The Contractor invoice shall show the following information:

- The Contractor’s name and address
- The Contractor’s VAT Registration Number
- Invoice number and date
- The Contracting Authorities’ order number
- The RFT (Request For Tender) reference number from the [www.SupplyGov.ie](http://www.SupplyGov.ie) system
- Quantities and Price

1.4.3 Payment: A number of the Contracting Authorities only pay via EFT (Electronic Fund Transfer) and the remittance is sent to Contractor via email.

1.4.4 The Contractor or his/her agent will take their instructions from the Director of Services, or authorised employees.

1.4.5 Where Contracting Authorities request clarification or further information on any matters relating to the tender or supporting documentation, such information shall be submitted no later than the date specified in the request.

1.4.6 Contractors and their employees are expected to adhere to acceptable standards of behaviour, i.e. standards expected of Contracting Authority staff.

#### **1.5 Health & Safety – Safety Statement**

1.5.1 Applicants applying for admission to the Framework must submit a copy of the company’s Safety Statement or equivalent document with their application, that sets out the details of the company’s overall safety management system, and that describes the measures, procedures, systems, roles and responsibilities used by the Applicant to secure and manage the safety, health, and welfare at work of its staff, other workers, clients, home occupants, and the general public in the place of work.

1.5.2 The Safety Statement shall be prepared in accordance with Section 20 of the Safety, Health & Welfare at Work Act 2005, and implementing Regulations.

- 1.5.3 For **all Lots**, the Safety Statement shall include all of the requirements set out in Declarations C3 & C4 attached to the Suitability Assessment Questionnaires.
- 1.5.4 Where the Contractor has 3 or Less Employees, the documents included in the Health & Safety Authority **Code of Practice for Contractors with Three or Less Employees** can be used to satisfy the requirement for submission of a Safety Statement from the Health and Safety Authority website at [www.hsa.ie](http://www.hsa.ie).
- 1.5.5 The minimum requirement is that the evidence provided will demonstrate compliance with the Safety, Health and Welfare at Work Act 2005, including but not limited to the Safety, Health and Welfare at Work (General Application) Regulations 2007, and the Safety Health and Welfare at Work (Construction) Regulations 2013.
- 1.5.6 The requirements under Health and Safety legislation will only be evaluated by the relevant Contracting Authority at Mini-Competition Stage when the Contractor is being evaluated in response to a Mini-Competition Request for Tender. Please refer to the Mini-Competition Evaluation Criteria included in Schedules 2 and 3.
- 1.5.7 Successful Contractors who are subsequently awarded works under any Lot will be appointed Project Supervisor for the Construction Stage (PSCS) in accordance with the Safety, Health and Welfare at Work (Construction) Regulations 2013.

## **1.6 Health & Safety (Legal/Paperwork)**

- 1.6.1 All Contractors shall comply with the Safety, Health and Welfare at Work Act 2005 and all Regulations, Codes of Practice and Guidance arising thereunder. All articles and substances supplied for use at work, including any plant, machine, tool or hazardous substance, shall comply with the requirements of the current Safety, Health & Welfare at Work Act, Regulations, Codes of Practice and Guidance.
- 1.6.2 All employees entering local authority sites shall have a Safe Pass Card, with SOLAS accreditation or equivalent. Where applicable, plant operators, as listed in the Schedule 5 of Safety, Health and Welfare at Work (Construction) Regulations 2013, must be in possession of the appropriate Construction Skills Certification Scheme (CSCS) ticket. The Safe Pass card and CSCS equivalent in Northern Ireland (CSR card) will also be accepted.
- 1.6.3 It shall be the responsibility of the Contractor to ensure that all details in relation to Safe Pass Cards and CSCS tickets (or equivalent) be entered into the Supplygov.ie database under 'Checklist' and kept up-to-date for the duration of the Framework.
- 1.6.4 All employees operating plant/vehicles shall also possess a current full driver's license pertaining to the item(s) of plant they are operating. Copies must be available upon request on site on any given day.
- 1.6.5 Details submitted online and original cards must be available upon request on site on any given day.

## **1.7 Supplies and Services Terms & Conditions**

- 1.7.1 The Contractor is responsible for ensuring that the supplied materials and services meet the required Specification as detailed in this schedule and in any Mini-Competition.
- 1.7.2 The Contractor may be required to produce evidence of a quality control plan and quality control documentation to prove testing against and compliance with the required specification. The materials and workmanship shall be in accordance with the relevant Specification for each particular operation. Should the material and/or workmanship not conform to the standards, the Contractor will be excluded from the Framework. All samples specified here and in the Mini-Competition shall be provided free of charge, when required, to the Contracting Authority.

- 1.7.3 A Safety Data Sheet (SDS) must be supplied with all hazardous substances.
- 1.7.4 Delivery of materials shall be made as and where required by the Contracting Authority or his representative. No material shall be delivered on site by a Contractor unless there is an authorized representative of the Contracting Authority, on site to receive, check and sign for the material.
- 1.7.5 Where the Contracting Authority is satisfied that a particular Contractor cannot supply the required materials at such rate of delivery or in such quantity as will enable the work on hand to be carried out expeditiously and with such convenience as may be required, he may decide to purchase from such other Contractor as he considers appropriate.

## 1.8 Contract Performance

- 1.8.1 It is intended that Contractor performance will be monitored during the Framework Agreement and during the execution of all Mini-Competition Contracts.
- 1.8.2 A **Performance Evaluation Report** will be completed by the Framework Purchaser at the end or at any time during the Mini-Competition Contract, that will record the performance of the Contractor on the Mini-Competition Contract. Such reports will be copied to the Contractor and the content of such reports may be considered when formulating new award criteria for future centralised procurement competitions for energy efficiency works. A copy of the **Performance Evaluation Report** is included in **Schedule 4**.
- 1.8.3 Where any Contractor fails to satisfactorily perform a Mini-Competition Contract awarded, the Mini-Competition Contract may be terminated and the Framework Purchaser shall have the right to re-tender the contract. Please refer to the Framework Agreement for full details of the Mini-Competition Contract and performance review mechanism.

## 1.9 Coordination with Stakeholders

- 1.9.1 The Contracting Authority will be responsible for engaging with tenants for the purpose of arranging Contractor access to complete initial inspections, and to schedule access during the course of the works.
- 1.9.2 Contracting Authorities shall produce an information leaflet to be distributed to each householder in advance of the planned works, setting out the timeline and programme of works to be undertaken, including expected start dates.
- 1.9.3 Prior to the commencement of any works, the Contractor shall provide a dedicated on-site contact number/person to deal with queries and matters arising during the execution of the works.

## 1.10 Attic storage and Access arrangements

- 1.10.1 Following completion of the initial inspection, Contracting Authorities shall notify individual tenants regarding the removal of storage from attics, accessing vents, and access for installation of cylinder lagging jackets, as necessary to complete the scheduled energy efficiency works.
- 1.10.2 No allowance shall be made under the Framework Agreement for any costs associated with the removal of storage from attics.
- 1.10.3 In relation to access arrangements for work at height, Contractors shall allow for the provision of all access equipment and/or scaffolding as appropriate in accordance with the Safety, Health and Welfare at Work (General Application) Regulations 2007, Part 4: Work at Height.

## SCHEDULE 2: MINI-COMPETITION CONTRACT EVALUATION AND AWARD CRITERIA (LOTS 1 & 2)

### 1.1 Contract Evaluation Criteria

- 1.1.1 Contractors submitting a response to a Mini-Competition Request for Tender must submit the information listed in the table hereunder, that will be assessed on a Pass/Fail basis. Contractors should note that not all of the criteria listed may apply to every Mini-Competition Request for Tender.
- 1.1.2 Only those Contractors passing all of the following contract evaluation criteria will proceed for assessment in accordance with the contract award criteria set out in part 1.2 below.

<b>Contract Evaluation Criteria (Cavity Wall Insulation &amp; Ancillary Works Projects)</b>		<b>Weighting</b>
<b>1</b>	<b>Proposed Project Team and Availability</b>	
<b>1a</b>	Submit confirmation in writing on company headed paper that the Contractor has the required resources available to complete the works within the specified timeframe, respecting the nominated start and finish dates outlined in the Mini-Competition Request For Tender documents.	<b>Pass/Fail</b>
<b>1b</b>	Submit the following details for the staff assigned to perform the contract -: (i) An organogram of the project team (ii) 1-page resume detailing the qualifications and experience of each member of the proposed project team	<b>Pass/Fail</b>
<b>1c</b>	Where a subcontractor(s) is proposed, submit Appendix A Declaration completed by the subcontractor confirming that there are no grounds for exclusion of the proposed subcontractor(s) under Regulation 57 of European Union (Award of Public Authority Contracts) Regulations 2016.	<b>Pass/Fail</b>
<b>1d</b>	<b>H&amp;S Competency of Workers</b> For each member of the project team listed in the organogram, details of the following must be entered on your Supplygov.ie account under 'My Checklist' -: (i) Solas/Fás Safepass Card, or equivalent (ii) Cavity Wall Installation (CWI) Operative ID card, or equivalent (iii) Confirmation of Construction Skills Registration Cards (CSCS Cards), or equivalent, if relevant	<b>Pass/Fail</b>
<b>1e</b>	<b>NSAI Accreditation</b> Provide confirmation of current registration with the NSAI for the proposed blown cavity wall installation system being provided, as follows -: (i) Registration number and name of approved installer, as listed on the NSAI Agrément Registered Blown Cavity Wall Installation Companies (or equivalent) (ii) Cavity Wall Installation (CWI) Operative ID card, or equivalent	<b>Pass/Fail</b>
<b>1f</b>	<b>SEAI Accreditation</b> Provide confirmation of current registration with the SEAI for the proposed blown cavity wall installation system being provided, as follows -: Contractor ID and company/trading name as listed on the SEAI registered contractor's database (or equivalent)	<b>Pass/Fail</b>

<b>2a</b>	<b>Safety Statement</b> The company's Safety Statement or equivalent document submitted at Framework application stage will be assessed for compliance with the provisions set out in the Safety, Health & Welfare at Work Act 2005 and enforcing Regulations.	<b>Pass/Fail</b>
<b>3a</b>	<b>Project Supervisor for the Construction Stage (PSCS)</b> Where applicable, complete and submit the <i>Project Supervisor Construction Stage</i> questionnaire included with the Mini-Competition Request for Tender	<b>Pass/Fail</b>
<b>3b</b>	Submit confirmation in writing that the Contractor has examined the preliminary Safety & Health Plan issued with the Mini-Competition Request For Tender, and agrees prior to the award of the Contract, to -: <ul style="list-style-type: none"> <li>▪ be appointed in writing as PSCS for the works</li> <li>▪ confirm acceptance of the PSCS role in writing</li> <li>▪ prepare the Construction Stage Safety &amp; Health Plan for the works that shall demonstrate an effective means of ensuring the implementation of the plan by the PSCS</li> <li>▪ comply with his/her obligations in regard to notifying the Health &amp; Safety Authority</li> <li>▪ confirm identity of the person carrying out the role of PSCS</li> <li>▪ if applicable, appoint a Safety Officer for the works</li> </ul>	<b>Pass/Fail</b>
<b>4</b>	<b>NSAI Agrément Cert</b> Provide a valid NSAI Agrément Cert (or equivalent) for the insulation system type proposed for the specified works.	<b>Pass/Fail</b>
<b>5</b>	<b>NSAI Agrément Certificate Holder Guarantee</b> Submit confirmation that at completion of the specified works, the Contractor will provide the Framework Purchaser with a Guarantee certifying that the works have been designed & completed in accordance with the applicable Agrément Cert. This Guranatee shall be issued by the NSAI Agrément Certificate Holder only.	<b>Pass/Fail</b>
<b>6</b>	<b>BER Survey</b> Submit confirmation that at completion of the specified works, a post-works BER survey will be completed with the results registered on the SEAI database including the submission of the kWh/yr savings per dwelling. The survey must be undertaken and submitted by a fully trained SEAI registered BER Assessor.	<b>Pass/Fail</b>

1.1.3 Contractors that pass the Pass/Fail criteria above will proceed for assessment in accordance with the award criteria set out below.

**1.2 Mini-Competition Contract Award Criteria**

1.2.1 The Contractor that achieves the highest ranking score by reference to the criteria below will be awarded the Mini-Competition Contract.

<b>Contract Award Criteria for Mini Competitions</b>	<b>Weighting</b>
Price (1,000 Marks)	100%

1.2.2 The lowest lump sum price tendered for completion of the works will be awarded 100% of the **1,000** marks available for price.

1.2.3 The remaining Contractors for that Mini-Competition will receive a pro rata mark for price based on the difference between their total tendered cost and that of the lowest priced tenderer, expressed as a percentage of the lowest cost, i.e.

$$\text{Marks Awarded} = \frac{\text{Lowest Lump Sum Price}}{\text{Lump Sum Price being evaluated}} \times \text{Available Marks For Price (1,000)}$$

1.2.4 The marks awarded above will determine the highest scoring contractor who will be ranked No. 1 for the Mini-Competition. The remaining contractors will be ranked in descending order, i.e. the next highest mark ranked No. 2, etc.

1.2.5 **Lot 1 and 2** works will be completed in accordance with the **Public Works Short Form of Contract (PW-CF6)** - a copy can be viewed at [www.etenders.gov.ie](http://www.etenders.gov.ie).

1.2.6 The acknowledgement of receipt of any Mini Competition tender shall not constitute an actual or implied agreement between the Contractor and the Contracting Authority.

1.2.7 Where, after a competition, two or more Contractors are level on marks the Contracting Authority reserves the right to either;

- a) Ask the equally ranked Contractors to resubmit prices and continue this process until there is a winner, or
- b) To divide the works between the equally ranked Contractors, or
- c) To re-tender the works

1.2.8 All Contractors submitting a tender in response to a Mini-Competition Request For Tender will be informed of the outcome of the competition without delay following conclusion of the Mini-Competition evaluation process.

**1.3 Documentation to be provided for Contract Award**

1.3.2 In addition to the information to be provided when submitting a tender in response to a Mini-Competition (as outlined in part 1.1 above), the successful Contractor must provide to the Contracting Authority prior to the formal award of the contract, any additional documentation required for the execution of the contract as provided for in the Framework Agreement.

## SCHEDULE 3: MINI-COMPETITION CONTRACT EVALUATION AND AWARD CRITERIA (LOTS 3 & 4)

### 1.1 Contract Evaluation Criteria

- 1.1.1 Contractors submitting a response to a Mini-Competition Request for Tender must submit the information listed in the Table hereunder, that will be assessed on a Pass/Fail basis. Contractors should note that not all of the criteria listed may apply to every Mini-Competition.
- 1.1.2 Only those Contractors passing all of the following pre-conditions will proceed for assessment in accordance with the contract award criteria set out in part 1.2 below.

<b>Contract Evaluation Criteria (External Wall Insulation &amp; Ancillary Works Projects)</b>		<b>Weighting</b>
<b>1</b>	<b>Proposed Project Team and Availability</b>	
<b>1a</b>	<p>Submit confirmation in writing that on company headed paper that the Contractor has the required resources available to complete the works within the specified timeframe, respecting the nominated start and finish date outlined in the Mini-Competition Request For Tender documents.</p> <p>This confirmation shall be submitted in the form of a <u>Project Schedule Plan</u> (Gantt Chart), setting out the timeframe for completing the works, and identifying the number of resources from the project team allocated on a daily basis.</p>	<b>Pass/Fail</b>
<b>1b</b>	<p>Submit the following details for the staff assigned to perform the contract -:</p> <p>(i) An organogram of the project team</p> <p>(ii) 1-page resume detailing the qualifications and experience of each member of the proposed project team</p>	<b>Pass/Fail</b>
<b>1c</b>	Where a subcontractor(s) is proposed, submit Appendix A Declaration completed by the subcontractor confirming that there are no grounds for exclusion of the proposed subcontractors under Regulation 57 of European Union (Award of Public Authority Contracts) Regulations 2016.	<b>Pass/Fail</b>
<b>1d</b>	<p><b>H&amp;S Competency of Workers</b></p> <p>For each member of the project team listed in the organogram, details of the following must be entered on your Supplygov.ie account under 'My Checklist' -:</p> <p>(i) Solas/Fás Safepass Card, or equivalent</p> <p>(ii) External Wall Installation (ETICS) card, or equivalent, if relevant</p> <p>(iii) Confirmation of Construction Skills Registration Cards (CSCS Cards), or equivalent, if relevant</p>	<b>Pass/Fail</b>
<b>1e</b>	<p><b>NSAI Accreditation</b></p> <p>Provide confirmation of current registration with the NSAI for the proposed External wall installation system (ETICS) being provided, as follows -:</p> <p>(i) Registration Number, Company/Trading Name, and Name of ETICS Supervisor as listed on the NSAI Agrément Registered ETICS Installation Companies (or equivalent)</p>	<b>Pass/Fail</b>
<b>1f</b>	<p><b>SEAI Accreditation</b></p> <p>Provide confirmation of current registration with the SEAI for the proposed External wall installation system being provided, as follows -:</p> <p>(i) Contractor ID and Company/Trading Name as listed on the SEAI registered contractors database (or equivalent)</p>	<b>Pass/Fail</b>

<b>2a</b>	<p><b>Safety Statement</b></p> <p>The company’s Safety Statement or equivalent document submitted at Framework application stage will be assessed for compliance with the provisions set out in the Safety, Health &amp; Welfare at Work Act 2005, and enforcing Regulations.</p>	<b>Pass/Fail</b>
<b>3a</b>	<p><b>Project Supervisor for the Construction Stage (PSCS)</b></p> <p>Where requested, complete and submit the <i>Project Supervisor Construction Stage</i> questionnaire included with the Mini-Competition Request for Tenders</p>	<b>Pass/Fail</b>
<b>3b</b>	<p>Submit confirmation in writing that the Contractor has examined the preliminary Safety &amp; Health Plan issued with the Mini-Competition Request For Tender, and agrees prior to the award of the Contract, to -:</p> <ul style="list-style-type: none"> <li>▪ be appointed in writing as PSCS for the works</li> <li>▪ confirm acceptance of the PSCS role in writing</li> <li>▪ prepare the Construction Stage Safety &amp; Health Plan for the works that shall demonstrate an effective means of ensuring the implementation of the plan by the PSCS</li> <li>▪ comply with his/her obligations in regard to notifying the Health &amp; Safety Authority</li> <li>▪ confirm identity of the person carrying out the role of PSCS</li> <li>▪ if applicable, appoint a Safety Officer for the works</li> </ul>	<b>Pass/Fail</b>
<b>4</b>	<p><b>NSAI Agrément Cert</b></p> <p>Provide a valid NSAI Agrément Cert (or equivalent) for each insulation system type proposed for the specified works.</p>	<b>Pass/Fail</b>
<b>5</b>	<p><b>Project Specific Design</b></p> <p>Submit confirmation that at commencement of the specified works, the Contractor will provide the Framework Purchaser with a declaration in writing certifying that the works have been designed on a project specific basis in accordance with an approved design process. This confirmation shall be issued by the NSAI Agrément Certificate Holder only.</p>	<b>Pass/Fail</b>
<b>6</b>	<p><b>NSAI Agrément Certificate Holder Guarantee</b></p> <p>Submit confirmation that at completion of the specified works, the Contractor will provide the Framework Purchaser with a guarantee certifying that the works have been designed &amp; completed in accordance with the applicable Agrément Cert. This guarantee shall be issued by the NSAI Agrément Certificate Holder only.</p>	<b>Pass/Fail</b>
<b>7</b>	<p><b>BER Survey</b></p> <p>Submit confirmation that at completion of the specified works, a post-works BER survey will be completed with the results registered on the SEAI database including the submission of the kWh/yr savings per dwelling. The survey must be undertaken and submitted by a fully trained SEAI registered BER Assessor.</p>	<b>Pass/Fail</b>

1.1.3 Contractors that pass the Pass/Fail criteria above will proceed for assessment in accordance with the award criteria set out below.

**1.2 Mini-Competition Contract Award Criteria**

1.2.1 The Contractor that achieves the highest ranking score by reference to the criteria below will be awarded the Mini-Competition Contract.

Contract Award Criteria for Mini Competitions	Weighting
Price (1,000 Marks)	100%

1.2.2 The lowest lump sum priced tendered for completion of the works will be awarded 100% of the **1,000** marks available for Price.

1.2.3 The remaining Tenders for that Mini-Competition will receive a pro rata mark for Price based on the difference between their total tendered cost and that of the lowest priced tenderer, expressed as a percentage of the lowest cost, i.e.

$$\text{Marks Awarded} = \frac{\text{Lowest Lump Sum Price}}{\text{Lump Sum Price being evaluated}} \times \text{Available Marks For Price (1,000)}$$

1.2.4 The marks awarded above will determine the highest scoring contractor who will be ranked No. 1 for the Mini-Competition. The remaining contractors will be ranked in descending order, i.e. the next highest mark ranked No. 2, etc.

1.2.5 **Lot 3, and Lot 4 works less than €500,000** will be completed in accordance with the **Public Works Short Form of Contract (PW-CF6)** - a copy can be viewed at [www.etenders.gov.ie](http://www.etenders.gov.ie).

1.2.6 **Lot 4** works in excess of €500,000 will be completed in accordance with the **Public Works Contract for Minor Building & Civil Engineering Works designed by the Employer (PW-CF5)** - a copy can be viewed at [www.etenders.gov.ie](http://www.etenders.gov.ie).

1.2.7 The acknowledgement of receipt of any Mini Competition tender shall not constitute an actual or implied agreement between the Contractor and the Contracting Authority.

1.2.8 Where, after a competition, two or more Contractors are level on marks the Contracting Authority reserves the right to either;

- a) Ask the equally ranked Contractors to resubmit prices and continue this process until there is a winner, or
- b) To divide the works between the equally ranked Contractors, or
- c) To re-tender the works

1.2.9 All Contractors submitting a tender in response to a Mini-Competition Request for Tender will be informed of the outcome of the competition without delay following conclusion of the mini-competition evaluation process.

**1.3 Documentation to be provided for Contract Award**

1.3.1 In addition to the information to be provided when submitting a tender in response to a Mini-Competition (as outlined in part 1.1 above), the successful Contractor must provide to the Contracting Authority prior to the formal award of the contract, any additional documentation required for the execution of the contract as provided for in the Framework Agreement.



Performance Evaluation of Energy Efficiency Retrofitting Works					
Scoring Range	Excellent	Very Good	Good	Moderate	Poor
(Maximum of 20 to be scored for each criteria below)	17 - 20	13 - 16	9 - 12	5 - 8	0 - 4
Please give one rating for each criteria. Add comments as required to justify your rating.					
Evaluation Criteria (Total score available – 100)					Score
1	Adherence to the specified Project Programme [20]				
	<i>Did the Contractor complete the works within the specified timeframe ?</i>				
	<i>Were any difficulties or delays encountered?</i>				
	<i>Were these difficulties or delays within the control of the Contractor or his Project Team ?</i>				
	<b>Comments</b>				
2	Quality of Workmanship [20]				
	<i>Was the required work completed in a good workmanlike manner ?</i>				
	<i>Did the Project Team demonstrate a desire to complete the work to a high quality ?</i>				
	<i>Did the Contractor provide the required guarantee from the NSAI Agrément Certificate Holder at completion of the works ?</i>				
	<b>Comments</b>				
3	Contractor Responsiveness [20]				
	<i>Could the buyer communicate easily with the Contractor ?</i>				
	<i>Were all issues arising addressed in a professional and timely manner ?</i>				
	<i>Did the buyer have to issue any requests for corrective action(s) ?</i>				
	<b>Comments</b>				
4	Compliance with the requirements of Health & Safety Legislation [20]				
	<i>Did the Contractor/Supplier comply with the Safety, Health and Welfare at Work (Construction) Regulations 2013 ?</i>				
	<i>Did all on-site members of the Project Team possess FÁS accredited Safe Pass cards and where applicable , CSCS cards ?</i>				
	<i>Did the activities of the Project Team demonstrate awareness of Health &amp; Safety risks associated with the works ?</i>				
	<i>Did the Contractor's site activities create any Health &amp; Safety risks ?</i>				
5	Project Supervisor Construction Stage [20]				
	<i>Did the Project Supervisor Construction Stage (PSCS) carry out his/her duties in a professional manner ?</i>				
	<i>Was the developed Preliminary Health &amp; Safety Plan appropriate for the works (identified site particular risks &amp; measures) ?</i>				
	<i>Did the PSCS coordinate the implementation of the General Principles of Prevention during construction ?</i>				
	<i>Did the PSCS maintain records, take appropriate corrective action, and forward information to the PSDP for preparation of the Safety File ?</i>				
<b>Total Score</b>					

## **SCHEDULE 5: PARENT COMPANY GUARANTEE DOCUMENT**

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See attached Parent Company Guarantee (MF 1.7).